

Invitation For Bids

**Microsoft Select Software
050R4800093**

Department of Budget and Management

Office of Policy Analysis



Issue Date: September 23, 2003

NOTICE

Prospective bidders who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that the amendments to the IFB or other communications can be sent to them.

STATE OF MARYLAND
NOTICE TO VENDORS/CONTRACTORS

In order to help us improve the quality of State bid solicitations, and make our procurement process more responsive and "business friendly," we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid, proposal, or "no bid," as the case may be. Thank you for your assistance.

Bid/Proposal Number: IFB 050R4800093

1. If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- ☐ We can not be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the bid/proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: _____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS:

Vendor Name: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

Date _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Invitation for Bids Microsoft Select Software 050R4800093

IFB Issue Date: September 23, 2003

IFB Issuing Office: Department of Budget and Management

Procurement Officer: Ms. Gisela Blades
410-260-7678 (Phone)
410-974-3274 (Fax)
gblades@dbm.state.md.us (Email)

Bid(s) are to be sent to: Department of Budget and Management
Office of Policy Analysis
Procurement Unit
45 Calvert Street
Annapolis, Maryland 21401
Attn: Ms. Gisela Blades

Closing Date and Time: October 14, 2003

NOTE

This IFB is available on diskette. Potential bidders wishing to receive this information on diskette may submit a written request along with a blank formatted 3-1/2" IBM compatible diskette to the Issuing Office. Information supplied on diskette is for convenience only. In cases of conflict between the diskette information and the actual written IFB, the written IFB document prevails. For copies of the written document, contact the Issuing Office.

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

The Department of Budget and Management is seeking a vendor to serve as a Microsoft Authorized North American Government Large Account Reseller (LAR) to provide Microsoft software products and LAR related services at a firm fixed percentage discount off of the applicable Estimated Retail Price List established in the current Microsoft Select Agreement with the State of Maryland.

1.2 Abbreviations and Definitions

For the purposes of this IFB, the following abbreviations or terms have the meanings indicated below:

- a. Authorized Contractor – One of the contractors authorized to sell Commercial Off the Shelf (COTS) Software on the DBM-2020-Desktop contract with the State of Maryland and has received an authorized Outsourcer Enrollment Number
- b. Authorized User - State or local government entity that has received an authorized Enrollment Number
- c. Bidder – An entity that submits a bid in response to this IFB
- d. BPW - Board of Public Works
- e. Contract Manager - The State representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the contractor. The State's Contract Manager is:

Louis V. LaRicci
Assistant Director
Contracts & Project Management Division
Office of Information Technology
Department of Budget and Management
45 Calvert Street
Annapolis, Maryland 21401
Telephone: 410-260-7178
Fax: 410-974-5615
Email: llaricci@dbm.state.md.us

DBM may change the Contract Manager at any time by written notice to the Contractor.

- f. COMAR - Code of Maryland Regulations
- g. DBM - Department of Budget and Management
- h. Discount Price – The actual price to be paid for the purchase of products by an authorized contractor or authorized user. The Discount Price is calculated by 1) multiplying the Contractor's percentage discount to the current Microsoft Estimated Retail Price for the specified product to be purchased to determine the Discount Value, and 2) subtracting the Discount Value from the current Microsoft Estimated Retail Price.

For example:

If the Microsoft Estimated Retail Price is \$100.00 and the percentage discount is 15%, the Discount Value is (100.00×0.15) \$15.00, and the Discount Price is $(\$100.00 - \$15.00)$ \$85.00.

- i. Discount Value – The dollar value resulting from multiplying the Contractor's percentage discount to the current Microsoft Estimated Retail Price for the specified product to be purchased.
- j. ERP - Microsoft Estimated Retail Price List
- k. IFB – Invitation For Bid
- l. LAR - Microsoft Authorized North American Government Large Account Reseller
- m. MBE - Minority Business Enterprise
- n. Potential User - Any State or local government entity that is eligible to use this contract
- o. Procurement Officer – The State representative responsible for this IFB, for the determination of contract scope issues, and the only State representative that can authorize changes to the contract. The Procurement Officer for this IFB is Gisela Blades. (See section 1.5)
- p. State of Maryland business hours – 8:00 am – 5:00 pm; Monday – Friday.

1.3 Contract Type

The contract that results from this IFB shall be an Indefinite Quantity Contract with Firm Fixed Prices, in accordance with COMAR 21.06.03.02 and 21.06.03.06.

1.4 Contract Duration

The term of this contract will be concurrent with term of the Microsoft Select Agreement, i.e, on or about November 1, 2003 to October 31, 2006.

1.5 Procurement Officer

The sole point of contact in the State for purposes of this IFB is the Procurement Officer at the Issuing Office address listed below:

Ms. Gisela Blades
Department of Budget and Management
Office of Policy Analysis
Procurement Unit
45 Calvert Street, Room #115
Annapolis, MD 21401
Telephone #: 410-260-7678
Fax #: 410-974-3274
Email: gblades@dbm.state.md.us

1.6 Pre-Bid Conference

A Pre-Bid Conference (Conference) will be held on September 30, 2003, beginning at 10:00 A.M., at 45 Calvert Street, Room 427A, Annapolis, MD 21401. Attendance at the Pre-Bid Conference is not mandatory, but all interested Bidders are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Bidder's understanding of the IFB requirements.

As promptly as is feasible subsequent to the Conference, a summary of the Pre-Bid Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Bidders known to have received a copy of this IFP.

In order to assure adequate seating and other accommodations at the Pre-Bid Conference, it is requested that by September 29, 2003, all potential Bidders planning to attend, return the Pre-Bid Conference Response Form or call the Procurement Officer at (410) 260-7678 with such notice. The Pre-Bid Conference Response Form is included as Attachment G to this IFB. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide such special accommodation.

1.7 Questions

Questions, both oral and written, will be accepted from prospective bidders. Written questions must be submitted to the Issuing Office by September 29, 2003. Questions may be submitted by facsimile.

1.8 Bids Due (Closing) Date

An original and 2 copies of each Bid must arrive at the Issuing Office by October 14, 2003, 2:00 P.M. local time, in order to be considered. Requests for extension of this date or time shall not be granted. Bidders mailing Bids should allow sufficient mail delivery time to ensure timely receipt at the Issuing Office. Except as provided in COMAR 21.05.02.10, Bids or unsolicited amendments to Bids arriving after the closing time and date shall not be considered. Bids delivered by email or facsimile shall not be considered.

Bids will be opened in accordance with the provisions of COMAR 21.05.02.11B. Bids shall be made available for public inspection at or within a reasonable time after bid opening. Any material deemed confidential or proprietary by the vendor must be clearly marked and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.

1.9 Duration of Offer

Bids submitted in response to this IFB are irrevocable for 120 days following the closing date. This period may be extended at the Procurement Officer's request only by a bidder's written agreement.

1.10 Revisions to the IFB

If it becomes necessary to revise this IFB, amendments shall be provided to all prospective bidders that were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. Acknowledgement of the receipt of all amendments to the IFB must accompany the bidder's Bid. Failure to acknowledge receipt does not relieve the bidder from complying with all terms of any such amendment.

1.11 Cancellations; Discussions

The State reserves the right to accept or reject any and all bids, in whole or in part, received in response to this IFB.

1.12 Incurred Expenses

The State shall not be responsible for any costs incurred by a bidder in preparing and submitting a Bid, or in performing any other activities relative to this solicitation.

1.13 Economy of Preparation

Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidder's proposals to meet the requirements of this IFB.

1.14 Protests/Disputes

Any disputes relative to this solicitation shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.15 Multiple or Alternate Bids

A Bidder may not submit more than one Bid. Multiple or alternate Bids shall not be accepted.

1.16 Access to Public Records Act Notice

A Bidder should identify those portions of its Bid that it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Bidders are advised that, upon request for this information from a third party, the Procurement Officer shall be required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

1.17 Bidder Responsibilities

The State shall enter into contractual agreement only with the selected Bidder. The selected Bidder shall be responsible for all products and services required by this IFB. Subcontractors, if any, must be identified and a complete description of their role relative to the Bid must be included in the Bid.

1.18 Mandatory Contractual Terms

By submitting a Bid in response to this IFB, a Bidder, if selected for award, agrees to the terms of this IFB and the provisions in Attachment A.

1.19 Bid/Proposal Affidavit

All Bids submitted by a Bidder must be accompanied by a completed Bid Affidavit. A copy of this Affidavit is included as Attachment B of this IFB.

1.20 Contract Affidavit

All Bidders are advised that if a contract is awarded as a result of this solicitation, the successful Bidder shall be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this IFB. This Affidavit need not be submitted with a Bidder's Bid but must be provided upon notice of contract award.

1.21 Arrearages

By submitting a response to this solicitation, the Bidder represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of this contract if selected for the contract award.

1.22 Procurement Method

This contract shall be awarded in accordance with the competitive sealed bidding process under Maryland Code of Regulations (COMAR) 21.05.02.

1.23 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, according to COMAR 21.05.01.04, the Department may apply, where applicable, the same preference against an out-of-state business that the business's home state would apply against a vendor whose principal office or base of business is located in Maryland.

1.24 No Bid Statement

Vendors not responding to this solicitation are requested to submit the Notice to Vendors/Contractors form which includes the company information and the reason for not responding (i.e. too busy, can not meet mandatory requirements, etc).

1.25 Award Basis

The State reserves the right to award the contract to the responsive and responsible Bidder submitting the best Bid price for providing the goods and services, as specified in this IFB. The best Bid price will be based on the greatest composite discount percentage provided in Attachment D, Bid Price Form.

1.26 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore Maryland 21201. It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of bids. A Bidder's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and recommendation for contract award.

1.27 False Statements

Bidders are advised that section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement contract a person may not willfully:
 - (1) falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact; or
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

SECTION 2 – DESCRIPTION OF REQUIRED SERVICES AND DELIVERABLES

2.1 Scope Of Services And Specifications

The Department of Budget & Management (DBM) currently has a Microsoft State and Local Government Select Software License Agreement, Version 5.1, Agreement #01S50663, (Attachment E) with that will expire October 31, 2003. This Agreement, approved by Microsoft, is actually between the State and the Hewlett Packard Company (formerly Compaq Computer Corporation), which serves as the current Large Account Reseller for this Agreement. This Agreement currently provides Level D pricing for all products covered by this Agreement.

DBM is currently working with Microsoft to establish the acceptable terms and conditions for a new Microsoft State and Local Government Select Software License Agreement, Version 6.0., effective November 1, 2003. The purpose of this solicitation is to competitively procure a Contractor to serve as the Microsoft Authorized North American Government Large Account Reseller (LAR) for this new Agreement. This Agreement will be provided to all prospective Bidders in sufficient time for their review and consideration prior to the Bid due date.

Accordingly, the selected LAR will be required to provide all Microsoft Select software products at a firm fixed percentage discount off of the Microsoft Estimated Retail Price List (ERP) to the Contractors authorized to sell Commercial Off The Shelf (COTS) software on the DBM-2020-Desktop **in the same manner and process** as the current LAR for the duration of the DBM-2020-Desktop contract, or as directed by the State as an option. This option will require the selected LAR to provide all Microsoft Select software products at the respective proposed discount rate directly to the authorized users.

2.2 Description of Current Process

2.2.1 Authorized Contractors

Each Contractor authorized to sell COTS on the DBM-2020-Desktop contract (Attachment F) must complete a Microsoft State and Local Government Select Outsourcer Enrollment Form (Attachment H) through the selected LAR and Microsoft.

When an Authorized User issues a purchase order to the Outsourcer, the Outsourcer places an order and purchases the license from the LAR who purchases the license from Microsoft at a given price. The Outsourcer then sells the license and implicitly transfers the license and all rights and obligations to the Authorized User.

2.2.2 Authorized Users

Each Authorized User requesting to purchase any Microsoft products via the Master Select Agreement must complete at least one Microsoft State and Local Government Select Outsourcer Enrollment Form (Attachment H). This form needs to be completed only once for each unique Outsourcer that the Authorized User wants to use for this purpose. This process establishes a unique Enrollment Number for each Authorized User for each Outsourcer. If the authorized user wants to use a different or additional Outsourcer, it is necessary for the Authorized User to complete another Microsoft State

and Local Government Select Outsourcer Enrollment Form for the other Outsourcer in order to establish a new, unique Enrollment Number.

2.3 Technical Specifications

- 2.3.1 The Contractor must maintain at least one (1) full-time, Microsoft certified, sales representative that is dedicated and knowledgeable in the management and administration of the Microsoft Select Volume Licensing Agreement. The name, address, telephone & fax numbers and email address of this individual shall be provided to the Contract Manager at the time of contract award. Any change to the designated representative must be provided to the Contract Manager at least five (5) business days before the effective date of the change.
- 2.3.2 The Contractor shall provide all sales, support, management and reporting services required to process and account for requests for and sales of Microsoft Select software products via the Agreement.
- 2.3.3 The Contractor shall ensure that all orders submitted to Microsoft contain all Microsoft required data in accordance with the Agreement.
- 2.3.4 The Contractor shall develop, within 30 days after contract award, and maintain during the life of this contract, an Internet Web page to provide public access to product and contract information to include:
- A) Product Number
 - B) Product Name
 - C) Applicable ERP
 - D) Percentage Discount
 - E) Discount Price
 - F) Enrollment Forms and Procedures
 - G) Contact Information
 - H) An "Announcement & Information Page" to include the most recent Contractor announcements and any information requested by DBM. This page shall include a formatted information form developed by the Contractor that identifies the specific information needed by the Contractor to respond to a specific request with accurate contract and price information
 - I) A product number or a keyword search engine (requiring minimum mouse clicks)
 - J) A feature to allow downloads and printing of the entire price list, as well as pricing information for individual items or groups of items, in addition to all forms and procedures
 - K) A clear display of the last date the website was updated
- 2.3.5 The Contractor is responsible for providing guidance and information about the respective rights and responsibilities applicable to the Agreement to Authorized Contractors, Authorized Users or Potential Users on an as-needed basis. Responses to inquiries concerning such topics as the term of the Agreement, services or products provided, how to complete the enrollment process, etc., are to be provided directly and efficiently to the requestor.

- 2.3.6 The Contractor is responsible for processing all enrollment forms within one (1) business day after receipt and providing assistance in the enrollment process, if requested.
- 2.3.7 The Contractor shall provide a response to requests for information or price quotes within one (1) business day after receipt of the request. All price quotes will be in writing and include the applicable ERP, percentage discount and discount price for each product requested.
- 2.3.8 The Contractor shall provide product order fulfillment within five (5) business days after receipt of the order.
- 2.3.9 The Contractor shall apply the applicable percentage discount to the current Microsoft ERP for all sales processed via this Agreement.
- 2.3.10 The Contractor will provide the most current Microsoft ERP issued by Microsoft to the Contract Manager in an MS Excel format, or other format acceptable to the State, via email on a monthly basis.
- 2.3.11 The Contractor shall provide an electronic “Monthly Activity Report” to the Contract Manager in an MS Excel format, or other format acceptable to the State, by the 15th of the following month that includes:
- A) Microsoft Select Master Agreement Number
 - B) Monthly Reporting Period
 - C) Authorized Contractor’s Name
 - D) Authorized Contractor’s Enrollment Number
 - E) Authorized Contractor’s Purchase Order Number
 - F) Authorized Contractor’s Contact Name, Address, Telephone/Fax Numbers & email address
 - G) Authorized User’s Name, if available
 - H) Authorized User’s Enrollment Number, if available
 - I) Authorized User’s Purchase Order Number, if available
 - J) Authorized User’s Contact Name, Address, Telephone/Fax Numbers & email address, if available
 - K) Microsoft Product Number
 - L) Microsoft Product Name/Description
 - M) ERP
 - N) Percentage Discount
 - O) Discount Price
 - P) Quantity

2.4 Optional Services – Authorized Users

As stated above in Section 2.1, Scope of Services and Specifications, the State may exercise the option to require the selected LAR to provide all Microsoft Select software products at the

respective proposed discount rate directly to the Authorized Users. This option will require the selected LAR to perform the following services in addition to the requirements specified above in Section 2.3.

2.4.2 The Contractor shall provide an electronic “Order Confirmation Report” via email in an MS Excel format, or other format acceptable to the State, within two (2) business days after receipt of each order to the contact indicated on the order. This report shall include:

- A) Microsoft Select Master Agreement Number
- B) Authorized User’s Enrollment Number
- C) Authorized User’s Name
- D) Authorized User’s Purchase Order Number
- E) Contractor’s Purchase Order Number to Microsoft
- F) Microsoft Product Number
- G) Microsoft Product Name/Description
- H) Language and/or Version Number
- I) Term of coverage (e.g., Software Assurance)
- J) Quantity Ordered
- K) Date of Order

2.4.3 All software purchased shall have a minimum one-year on-site warranty including labor. If Microsoft offers an on-site warranty greater than one year, Microsoft’s warranty shall apply.

- A) The on-site warranty shall begin upon acceptance of the software by the State. Acceptance will occur upon completion of the Performance Period for Acceptance. Receipt and installation of the product at the delivery/storage location does not constitute acceptance.
- B) The State requires a 30-calendar day performance period after installation is declared complete by the State before the State accepts the software from the Contractor. Installation is complete when the designated on-site contact person agrees that all Contractor-required work, as outline in the Authorized User’s order, is done. During the performance period, the software must perform as contracted. If the software fails during this period and the Contractor fails to correct the problem within five (5) business days of being notified by the Authorized User, the Contractor may, at the Authorized User’s sole option, be ordered to replace the failed software, or, terminate the order and require the Contractor to remove the software at no cost or claim against the Authorized User.
- C) On-site warranty means the Contractor's Microsoft certified technician will remotely access or travel, if necessary, at no additional cost to the State, to the facility where warranty service is required.
- D) Normal service hours will be between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State Holidays. Warranty service shall be performed by the Contractor before the end of the next business day after receipt of notice from the Authorized User requesting service.

2.4.4 The Contractor shall provide an electronic “Reconciliation Report”, via email in an MS Excel format, or other format acceptable to the State, and any required reconciliation assistance, to the Authorized User’s contact within ten (10) business

days after receipt of the Microsoft License Confirmation List. The Reconciliation Report shall include:

- A) Authorized User's Purchase Order Number
- B) Corresponding Microsoft License Number

- 2.4.5 The Contractor shall accept all unopened, damaged, or defective software products returned by the Authorized User for full credit or refund, to include all costs. The Contractor shall not charge restocking fees.
- 2.4.6 All shipments must be accompanied by a packing list that includes the identification of the items shipped, quantities, Purchase Order number and the contract number. Drop shipments must contain packing lists with the same information. All packages must have the Purchase Order number clearly marked on the outside. Shipments received without a packing list and/or Purchase Order number shown on the outside of the package may be refused and returned at the Contractor's expense.
- 2.4.7 All items are to be delivered F.O.B. destination. Contractor will be responsible for any loss and/or damages before receipt of shipment by the State. All delivery instructions shall be designated on Purchase Orders, which may call for delivery to either a loading dock or a designated inside location. If delivery instructions are not included on a Purchase Order prior to shipping, the contractor must contact the Authorized User's point-of-contact for delivery instructions.
- 2.4.8 Contractor must also provide return authorization/asset recovery/exchange procedures in the event that a product has been damaged, deemed defective during shipment or incorrectly ordered.
- 2.4.9 Invoices shall be in accordance with the attached contract and itemized to separate the cost of the individual Microsoft products. Invoices submitted without clear, concise, readable, definitive information shall be returned for clarification, and may delay payment. Invoices must include the Contractor's Federal Employer Identification Number (FEIN) and the State's Purchase Order Number. Invoices shall only be issued upon complete delivery of the items described in this IFB. Partial payments are not permitted. Payment for invoices shall be rendered only after completion of inspections and acceptance of the items.

SECTION 3 – BID FORMAT

3.1 Bid Format

- 3.1.1 Bidders must use and complete the Price Bid form, Attachment D. Do not change or alter this Attachment. Do not alter any State attachments.
- 3.1.2 Bidders must submit an original and two (2) copies of their Bid. An electronic version (diskette or CD) in MS Word format, or a format acceptable to the State, must be enclosed with the Bid. Insure that the diskettes or CD's are clearly labeled with the Date, Bid Title and Bidder name and packaged with the original copy of the Bid.
- 3.1.3 Bidders agree to comply with each and every section, subsection and addendum of this solicitation. Failure to comply will result in the rejection of the Bid.
- 3.1.4 Additional Required Submissions
 - 3.1.4.1 Bid Affidavit (Attachment B)
 - 3.1.4.2 Contract Affidavit (Attachment C)

3.2 Preparation of Bids Submission

- 3.2.1 An original and 2 copies of each Bid must be submitted. The original should be noted that it is the original and copies should be marked accordingly.
- 3.2.2 Bids must be submitted in sealed envelopes clearly marked as a Bid with the project number and bid due date.
- 3.2.3 Bids must be submitted to the office identified in Section 1.5.
- 3.2.4 Bids must be delivered on time, on or before the due date and time specified in Section 1.8.

3.3 Authorized Signature

The authorized signature block must be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the Bid.

3.4 Financial Capabilities And Insurance

The Bidders shall include the following:

- 3.4.1 Evidence that the Bidder has financial capacity to provide the services.
- 3.4.2 A statement as to whether there are any outstanding legal actions against the Bidder.

3.4.3 A copy of the Bidder's current certificate of insurance which, at a minimum, should contain the following:

- 3.4.3.1 Carrier (name and address)
- 3.4.3.2 Type of insurance
- 3.4.3.3 Amount of coverage
- 3.4.3.4 Period covered by insurance
- 3.4.3.5 Exclusions

ATTACHMENTS

- A. Contract
- B. Bid Affidavit
- C. Contract Affidavit
- D. Price Bid Instructions and Forms
- E. Current Microsoft Select Agreement 5.1 and Amendments
- F. Authorized Contractors
- G. Pre-Bid Conference Response Form
- H. Microsoft State and Local Government Select Outsourcer Enrollment Form

**ATTACHMENT A
CONTRACT**

THIS CONTRACT is made this _____ day of _____, 2003 by and between _____ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF BUDGET AND MANAGEMENT, OFFICE OF POLICY ANALYSIS**.

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

Definitions

In this Contract, the following words have the meanings indicated:

1.2 "Contractor" means _____ whose principal business address is _____ and whose principal office in Maryland is _____.

"Department" means the Department of Budget and Management.

"Procurement Officer" means Gisela Blades.

1.5 "IFB" means the Invitation for Bids for Microsoft Select Software, No. 050R4800093

1.6 "State" means the State of Maryland.

2. Scope of Work

2.1 The Contractor shall provide software, maintenance and other services as described in the IFB. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – Invitation for Bids –Project No. 050R4800093

Exhibit B – Contractor's Bid

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance.

The Contractor shall deliver software within five (5) business days after receipt of an order.

4. Consideration and Payment

4.1 The consideration for Microsoft Select software products provided by the Microsoft Authorized North American Government Large Account Reseller (LAR) shall be payment at a ____% discount (authorized contractor) or ____% discount (authorized user), as applicable, off of the applicable Estimated Retail Price List established in the current Microsoft Select Agreement with the State of Maryland. Payments for the software shall be made no later than thirty (30) days after Acceptance of the Software as described in the IFB. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited. Invoices should be submitted to the individual or office designated on the respective purchase order.

4.2 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

Rights to Records

The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, solely for purposes of this Contract with the State of Maryland shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

6. Patents, Copyrights, Intellectual Property

6.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

6.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party's patent or copyright, the Contractor will defend the Agency against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the Agency (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations.

6.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or

c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

7. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

8. Liability

For breach of this Agreement, negligence, misrepresentation or any other contract or tort claim, Contractor shall be liable as follows:

- A. For infringement of patents and copyrights as provided in section 6 of this Contract; and

For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, the Contractor's liability shall be limited to the consideration paid for the Software.

9. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under State Government Article, 15-102, Annotated Code of Maryland, whose duties as such official or employee includes matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

10. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute or regulation, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

11. Maryland Law

11.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

11.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or the software licenses acquired hereunder.

12. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

13. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

14. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

15. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

16. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

17. Delays and Extensions of Time

The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

18. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

19. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

20. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

21. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Sections 14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the

reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

22. Retention of Records.

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three (3) years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

23. Warranties.

The Contractor hereby represents and warrants that:

- A. It has all right, title and interest to the Software. The State's use of the Software will not infringe on the intellectual property rights of any person or entity.
- B. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- C. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- D. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- E. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

24. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

25. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer.

26. Administrative

26.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Agreement shall be referred to the Procurement Officer for determination.

26.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State: Department of Budget and Management
Procurement Office
45 Calvert Street
Annapolis, Maryland 21401
Attention: Gisela Blades

If to the Contractor: _____

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

**MARYLAND DEPARTMENT OF
BUDGET AND MANAGEMENT**

By: Date:

By: Date:

Witness:

Witness:

Approved for form and legal sufficiency this _____ day of _____, 2002.

Cecilia Januszkiewicz
Assistant Attorney General

ATTACHMENT B

BID AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____

and the duly authorized representative of [business] _____

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, **except as follows** [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) been convicted of any criminal violation of a state or federal antitrust statute;

(c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§ 1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§ 1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

(f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, **except as follows** [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or

performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, **except as follows** [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland shall provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business shall comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business shall comply with, Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that shall be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § 2(b), above;

(h) Notify its employees in the statement required by § 2(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the Procurement Officer within 10 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of § 2(a) - (j), above.

3. If the business is an individual, the individual shall certify and agree as set forth in § 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

4. I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

[If not applicable, so state].

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Economic and Employment Development, as applicable, and shall have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

BPAFF
7/1/99

ATTACHMENT C

**COMAR 21.07.01.25
CONTRACT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the

(title)

and the duly authorized representative of

(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic_____) (foreign_____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name:_____

Address:_____

(2) Except as validly contested, the business has paid, or has arranged for payment of , all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and shall have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated_____, 20____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: _____ BY: _____
Signature

(Authorized Representative and Affidavit)

ATTACHMENT D

PRICE BID INSTRUCTIONS

Bidders are required to record the respective discount percentage (%) to be applied to the applicable Microsoft Select Agreement Estimated Retail Price (ERP).

Please Note: The discount percentage (%) to be applied to the ERP for products provided directly to Authorized Users must be at least equal to or less than discount percentage (%) to be applied to the ERP for products provided to the Authorized Contractors.

For evaluation purposes, the discount percentage (%) applied to the ERP for products provided to Authorized Contractors will be weighted more (80% vs. 20%) than the discount percentage (%) to be applied to the ERP for products provided directly to Authorized Users. The Bidder proposing the best total composite discount percentage (%), rounded to four (4) decimals, will be selected for award.

All percentages must be expressed as decimals and be typed or written in ink with no more than four (4) decimal places, (e.g. Record “0.1857” for 18.57%).

For example:

Discount % to be applied to all purchases by an:

1) Authorized Contractor	0.1757	X	0.8000	=	(0.14056=)	0.1406
2) Authorized User	0.1869	X	0.2000	=	(0.03738=)	0.0374
3) Total Composite %					(0.17794=)	0.1780

ATTACHMENT D

PRICE BID FORM

The authorized signature block must be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the bid.

Discount % to be applied to all purchases by an:

1) Authorized Contractor		X 0.8000 =	
2) Authorized User		X 0.2000 =	
3) Total Composite %			

SUBMITTED BY: _____

AUTHORIZED SIGNATURE

TITLE

TYPED NAME OF AUTHORIZED SIGNATURE

FEDERAL EMPLOYER IDENTIFICATION #

NAME OF VENDOR (COMPANY)

ADDRESS

PHONE NO.

FAX NO.

DATE _____

ATTACHMENT E

Current Microsoft Select Agreement 5.1 and Amendments

ATTACHMENT F

Authorized Contractors

Contractor Name	Telephone	Address 1	Address 2
AMS Systems, Inc.	301-384-2400 x109; 301-384-2400 x121	4014 Blackburn Lane	Burtonsville, MD 20866
Daly Computers, Inc.	301-670-0381 x324; 301-670-0381 x315	22521 Gateway Center Drive	Clarksburg, MD 20871
Data Networks of America, Inc.	410-823-3000	309 International Circle Suite 120	Hunt Valley, MD 21030
Digital Intelligence Systems Corp. (DISYS)	301-571-4414	4151 Lafayette Drive Suite 600	Chantilly, VA 20151
Enable Systems, Inc.	410-646-2220	3700 Koppers Street	Baltimore, MD 21227
Ismart, LLC	410-379-1000 x134	6679-H Santa Barbara Rd.	Elkridge, MD 21075
Logicom Systems, Inc.	703-237-7700	120 North Lee Street	Falls Church, VA 22046

ATTACHMENT G
Pre-Bid Conference Response Form

Project No.
STATE OF MARYLAND 050R4800093

A Pre-Bid Conference will be held at 10:00 AM, on September 30, 2003, 45 Calvert Street, Annapolis, MD, Room 427A. Please return this form by September 29, 2003 advising whether or not you plan to attend.

For directions to the meeting site, you may contact Gisela Blades at 410-260-7678.

Return or fax this form to the Procurement Officer:

Gisela Blades, Procurement Officer
Department of Budget and Management
Procurement Unit
45 Calvert St, Room 119
Annapolis, Maryland 21401
Telephone #: 410-260-7678
Fax #: 410-974-3274
E-mail: gblades@dbm.state.md.us

Please indicate:

Yes, the following _____ (Company Name) representatives will be in attendance:

- 1.
- 2.
- 3.

No, we will not be in attendance.

Signature

Title

CONTACT NAME

CONTACT PHONE NUMBER

ATTACHMENT H

Microsoft State and Local Government Select Outsourcer Enrollment Form